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12 UNITED STATES DISTRICT COURT

13 DISTRICT OF NEVADA

14 MARIA ISABEL IBARRA, an
15 individual, on behalf of herself and all
16 persons similarly situated,

16 Plaintiff,

17 vs.

18 RMC & S CORP. a/k/a and d/b/a
19 DELUXE CLEANERS &
20 ALTERATIONS, a corporation;
21 JOHNNY CORONEL, an individual;
22 MARY CORONEL, an individual;
23 RAFAEL CORONEL, an individual;
24 SEBASTIAN CORONEL, an individual;
25 EMPLOYEE(S)/ AGENT(S) DOES 1-10;
26 AND ROE CORPORATIONS 11-20,
27 INCLUSIVE,

24 Defendants.

Case No. 2:15-cv-01479-RFB-PAL

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL TO CLASS
ACTION SETTLEMENT**

25 On November 28, 2016, the Court took under submission, the parties'
26 unopposed motion for final approval of the class action settlement and forth in the
27 Stipulation and Settlement Agreement of Claims ("Stipulation"), in the above
28

1 -captioned action and the Plaintiffs' unopposed motion for an award of a Named
2 Plaintiff Service Award and for a Fee and Expense Award for Plaintiffs'
3 Counsel as provided for in the Stipulation. The Court finds and orders as follows:
4

5 1. For the purposes of this Order, the Court adopts all defined terms as
6 set forth in the Stipulation, previously filed with this Court.
7

8 2. This Court has jurisdiction over the subject matter of this litigation
9 and over all parties and Class Members in this litigation.
10

11 3. The Court finds that the distribution of the Notice of Class Action
12 Settlement, which was carried out pursuant to the Stipulation, constituted the best
13 notice practicable under the circumstances and fully met the requirements of due
14 process.
15

16 4. The Court finds that zero (0) Class Members have objected to the
17 Settlement. One (1) Class Member has timely requested exclusion from the
18 Settlement. That person is Paolah Guaman and is not subject to any of the
19 provisions of the Settlement. The Court also finds that two (2) class members
20 presumptively did not receive the Notice of the Settlement and therefore are not
21 subject to any of the provisions of the Settlement. Those persons are Gloria Peralta
22 and Raul Morales.
23

24 5. The Court finds that the Stipulation was the product of protracted,
25 arm's length negotiations between experienced counsel. After considering
26 Defendants' potential exposure, the likelihood of success on the class claims, the
27 risk, expense, complexity and delay associated with further litigation, the risk of
28 maintaining class certification through trial, the experience and views of Plaintiffs'

1 Counsel, and the reaction of the Class to the Settlement, as well as other relevant
2 factors, the Court finds that the settlement, as set forth in the Stipulation, is fair,
3 reasonable, and in the best interests of the Class, and hereby grants final approval of
4 the settlement. The parties are ordered to carry out the settlement as provided in the
5 Stipulation.

6
7 6. As counsel for the Class, Leon Greenberg and Dana Sniegocki of
8 Leon Greenberg Professional Corporation and Christian Gabroy of the Gabroy Law
9 Office, shall be paid a combined fees and costs payment of \$35,000.00 from the
10 Settlement Fund, to be paid in installments as specified in paragraphs 57 through 59
11 of the Stipulation, for their services on behalf of the Plaintiff and the Class.

12
13 7. As the Settlement Administrator, Rust Consulting shall be paid from
14 the Settlement Fund for their services rendered in administering the Settlement, in
15 accordance with the Stipulation and as provided in this paragraph. Pursuant to the
16 declaration of its Project Manager, Bruce Holt, submitted to this Court, its estimated
17 maximum costs for administration of the settlement of this matter is \$13,000.00. Its
18 payment of costs in that amount from the Settlement Fund, to be paid in installments
19 as specified in paragraphs 57 through 59 of the Stipulation, is approved, provided
20 that it shall receive a lesser amount, if any, that is equal to the actual charges
21 properly paid to it for the services it provides in completing the administration of the
22 Settlement.

23 8. Except as stated in this Order all other terms of the Settlement will
24 remain as stated in the Stipulation and Settlement Agreement of Claims and all
25 accompanying documents and the Orders of this Court.

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27 9. The Clerk of the Court is directed to enter a Final Judgment of
28 dismissal and the Complaint is dismissed with prejudice.

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10. The Court will retain jurisdiction for purposes of enforcing this Settlement, addressing settlement administration matters, and addressing such post-judgment matters as may be appropriate under court rules or applicable law.

IT IS SO ORDERED.



RICHARD F. BOULWARE, II
United States District Judge

DATED: June 5, 2017.